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BEFORE THE ARIZONA CORPORATION COMMISSION

GARY PIERCE  
Chairman

BOB STUMP  
Commissioner

SANDRA D. KENNEDY  
Commissioner

PAUL NEWMAN  
Commissioner

BRENDA BURNS  
Commissioner

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Arizona Corporation Commission

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APR 12 2012

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IN THE MATTER OF:

GEORGE BIEN-WILLNER, for GLENDALE &  
27<sup>TH</sup> INVESTMENTS, LLC,

COMPLAINANT,

v.

QWEST CORPORATION,

RESPONDENT.

DOCKET NO. T-01051B-10-0200

ANSWER OF QWEST  
CORPORATION TO SECOND  
AMENDED COMPLAINT AND  
AFFIRMATIVE DEFENSES

Qwest Corporation d/b/a CenturyLink-QC ("Qwest"), without prejudice to its Motion to Dismiss filed on March 28, 2010, and pursuant to A.A.C. R14-3-101 et seq. and the Procedural Order dated February 10, affirms, denies, and alleges as follows in answer to the allegations of the Second Amended Complaint:

ANSWER

1. Qwest is without knowledge or information sufficient to form a belief as to the truth of the averments made in Paragraph 1.

2. Answering the allegations of Paragraph 2, Qwest affirms that it is a public service corporation providing telephone services in Arizona.

1           3.       Qwest denies all allegations made in Paragraph 3. Specifically and without  
2 limitation, Qwest denies that it provided service not ordered or requested, and denies that any  
3 amount of refund was given because of improper billing associated with services not ordered.  
4 Qwest affirmatively states that it provided an \$810 credit for six months' recurring charges for  
5 toll trunks billed under account number 602-275-4990, as a goodwill gesture and not as an  
6 admission of liability.

7           4.       Qwest denies the allegations of Paragraph 4.

8           5.       Qwest denies the allegations of Paragraph 5 and further states that the  
9 Commission denied Complainant's claims that Qwest wrongfully refused to comply with  
10 Commission procedures.

11          6.       Qwest denies the allegations of Paragraph 6.

12          7.       Qwest denies the allegations of Paragraph 7.

13          8.       Qwest denies the allegations of Paragraph 8. Qwest states that it maintains  
14 relevant records regarding customer service orders.

15          9.       Qwest is without sufficient information to admit or deny the allegations of  
16 Paragraph 9.

17          10.       Qwest admits that the allegations of Paragraph 10.

18          11.       Qwest admits that a February 2004 memorandum sent to Qwest on behalf of  
19 Complainant to Qwest requested that Qwest switch service from the prior owners of the Hotel to  
20 the Complainant. Qwest states that it complied, and that Complainant never reversed that order.  
21 The remaining allegations are therefore denied, or Qwest states that it is without sufficient  
22 information to admit or deny.

23          12.       Qwest states that it does not have sufficient information to affirm or deny the  
24 allegations made in Paragraph 12 regarding an adjustment allegedly made seven and one-half  
25

1 years ago in the amount of \$1,366.81 or why such a credit was given. Qwest records reflect a  
2 credit in the amount of \$1,116.82 was given on account number 602-244-8221 on the October,  
3 2004 bill. Qwest states that, with the exception of the \$810 refund described in paragraph 3  
4 above, no refunds have been made with respect to account number 602-275-4990. The  
5 remaining allegations are too vague and uncertain for Qwest to answer, and are denied.

6 13. Qwest denies the allegations of Paragraph 13. Without limiting the foregoing,  
7 Qwest specifically states that the allegation that Qwest admitted in an internal memo dated  
8 September 14, 2004, that the Hotel was being billed for a phone line that Qwest knew was being  
9 used by the City of Phoenix, not the Hotel, so mischaracterizes the evidence as to be perjurious  
10 and slanderous.

11 14. Answering the allegations of Paragraph 8, Qwest states that prior to December,  
12 2009, the Complainant never questioned the charges on 602-275-4990 account. Qwest denies  
13 threatening to disconnect service to the Hotel as a result of billing questions and issues raised by  
14 Complainant. Qwest states that it has not discovered, made, or admitted to making billing errors  
15 associated with services provided on account number 602-275-4990, and except for giving the  
16 Complainant a credit in the amount of \$810.89 for six months' billing for the toll trunks on that  
17 account as a gesture of goodwill, Qwest has not provided any credits thereon and states that none  
18 are owed. Qwest denies the remaining allegations in Paragraph 14, including but not limited to  
19 the characterization of unrelated refunds as multiple and substantial or as having been forced.

20 15. Qwest denies the allegations of Paragraph 15.

21 16. Qwest denies the allegations of Paragraph 16.

22 17. Qwest denies the allegations of Paragraph 17.

23 18. Qwest denies improper billing, but otherwise is without knowledge or information  
24 sufficient to form a belief as to the truth of the averments made.

1           19.     Qwest is without knowledge or information sufficient to form a belief as to the  
2 averments made.

3           20.     Qwest states that the Complainant ordered the services for which it now seeks a  
4 refund, and denies the remaining allegations of Paragraph 20.

5           21.     Qwest states that Complainant asked on December 23, 2009, to discontinue  
6 service on account number 602-275-4990. Qwest denies the other averments in Paragraph 12.

7           22.     Qwest states that as a gesture of goodwill and not as an admission of liability it  
8 issued a credit of the monthly recurring charges for toll trunks on account number 602-275-4990,  
9 back to July 2009, totaling \$810.89. Qwest denies the other averments made.

10          23.     In response to Paragraphs 10-23, as the Complainant admits, the Complainant  
11 affirmatively took over responsibility for account number 602-275-4990 (the "4990 account") as  
12 the responsible party. The 4990 account was billed on a stand-alone basis by Qwest, and was  
13 paid current until December, 2009. The Complainant never complained about the charges on the  
14 4990 account before December, 2009. The services billed on that account consisted of an  
15 additional business local line and outbound toll trunks. When used in conjunction with long  
16 distance service purchased separately from an interexchange carrier (that often is unaffiliated  
17 with Qwest), the outbound toll trunks connect callers at the hotel to long distance calling  
18 capability. The toll trunks are not an "800 line." Qwest was not selected to provide interLATA  
19 long distance service accessed by the toll trunks that were billed under account 602-275-4990,  
20 and has no duty to assure that the customer is using long distance service in connection with toll  
21 trunks. Qwest provided the toll trunks, billed the charges correctly, and is entitled to retain  
22 payment. The remaining allegations are denied.

23          24.     Qwest denies the allegations, including, but not limited to, the quotation attributed  
24 to Qwest from its Answer to the Second Amended Complaint. The quotation is incomplete.

1           25.     Qwest denies the allegations made in Paragraph 25.

2           26.     Qwest denies the allegations made in Paragraph 26.

3           27.     Qwest denies the allegations made in Paragraph 27.

4           28.     The reference to documents in Paragraph 28 does not call for an answer.

5           29.     In answer to Paragraph 30, Qwest is unaware that Complainant asked for Qwest's

6 policy statement. Qwest states that the document quoted supports Qwest's defense and does not

7 support the Complainant's claims.

8           30.     Qwest denies the averments made in Paragraph 30. Qwest states that the

9 document quoted supports Qwest's defense and does not support the Complainant's claims.

10          31.     Qwest denies the allegations in Paragraph 31.

11          32.     In answer to Paragraph 32, Qwest states that its records show the services ordered

12 by Complainant, provided to the Hotel, and billed.

13          33.     Qwest denies the averments made in Paragraph 33.

14          34.     Qwest denies the averments made in Paragraph 34.

15          35.     Paragraph 35 attempts to state claims on behalf of persons not party to this

16 Complaint and should be dismissed.

17          36.     Qwest denies that it has violated the statutes and rules cited in Paragraph 35.

18          37.     Qwest has no information regarding the matters stated in Paragraph 37, and those

19 matters bear no relevance to the claims made. Paragraph 37 does not require an answer.

20          38.     The assertions regarding Commission authority and the citations to statutes made

21 in Paragraph 38 are jurisdictional and legal questions addressed in Qwest's Motion to Dismiss,

22 and in any event do not require an admission or denial. Qwest denies the remaining allegations,

23 including but not limited to the allegations that Qwest engaged in wrongful and deceptive

24 practices, failed to provide truthful and clear billing, withheld information, and wrongfully

25

1 collected money.

2 39. In answer to Paragraph 39, Qwest states that it has complied fully with its legal  
3 duty to provide documents and information to the Complainant.

4 40. Section IV of the Second Amended Complaint set forth a prayer for relief that  
5 does not require an answer.

6 AFFIRMATIVE DEFENSES

7 41. The Second Amended Complaint fails to state a claim upon which relief can be  
8 granted.

9 42. Qwest provides the services described in the Complaint in accordance with  
10 Commission rules and tariffs currently in effect, which are on file with the Commission. Qwest  
11 is not obligated to provide service contrary to or in excess of the requirements and obligations set  
12 forth in the Commission's rules and Qwest tariffs.

13 43. The claims set forth in the Complaint are barred by the doctrines of release,  
14 accord and satisfaction, waiver, estoppel, and laches.

15 44. The claims set forth in the Complaint are barred by A.R.S. §40-248.B.

16 45. To the extent that Complainant has suffered any injury, that injury is the result of  
17 his own conduct.

18 46. To the extent the Complainant has suffered any damages, he has failed to mitigate  
19 such damages.

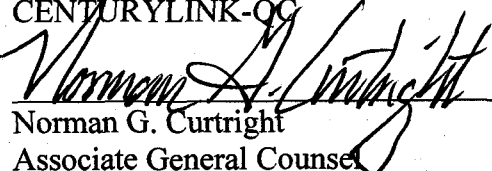
20 47. Qwest reserves the right to amend this answer to allege additional affirmative  
21 defenses that may become known through discovery.

22 WHEREFORE, Qwest Corporation, having moved to dismiss this Second Amended  
23 Complaint prays that the Motion be granted, or alternatively, Qwest having completely answered  
24  
25

1 the allegations, requests that the Commission issue its order in favor of Qwest and that the  
2 Complainant take nothing.

3 RESPECTFULLY SUBMITTED, this 12th day of April, 2012.

4 QWEST CORPORATION d/b/a  
CENTURYLINK-QC

5   
6 Norman G. Curtright  
Associate General Counsel  
7 20 E. Thomas Road, 1st Floor  
8 Phoenix, Arizona 85012  
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9 ORIGINAL and thirteen (13) copies filed  
10 this 12th day of April, 2012, with:

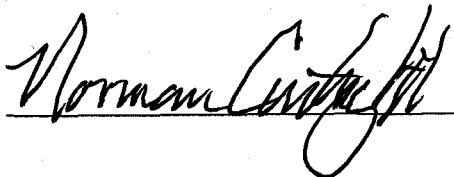
11 Docket Control  
12 ARIZONA CORPORATION COMMISSION  
1200 West Washington Street  
13 Phoenix, Arizona 85007

14 Copy of the foregoing sent via e-mail and  
U.S. Mail this 12<sup>th</sup> day of April, 2012, to:

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